BILL NO. S-85-06-40

SPECIAL ORDINANCE NO. S-129-85

AN ORDINANCE approving Contract for Res. #6021-1985, Maplecrest Road Extension, by the City of Fort Wayne, by and through its Board of Public Works and Safety and Earth Construction, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Safety and Earth Construction, Inc., for Res. #6021-1985, Maplecrest Road Extension, is hereby ratified and affirmed and approved in all respects. The work under said Contract requires:

> improvement of Maplecrest Road with concrete curb and gutter, deep strength asphalt, storm sewers, 30 ft. wide, from Lake Avenue to Monarch Drive, a distance of 3,414 feet;

the Contract price is Five Hundred Twenty-Six Thousand Five Hundred Twenty-Three and 40/100 Dollars ($526,523.40).

SECTION 2. Prior approval was received from Council with respect to this Contract on June 18, 1985. Two (2) copies of the Contract attached thereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

ce Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 6-25-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	____	_____	1	_____
BRADBURY	~	____	_____	~	_____
BURNS	~	____	_____	_____	_____
EISBART	~	____	_____	_____	_____
GiaQUINTA	~	____	_____	_____	_____
HENRY	~	____	_____	_____	_____
REDD	~	____	_____	_____	_____
SCHMIDT	~	____	_____	_____	_____
STIER	~	____	_____	_____	_____
TALARICO	~	____	_____	_____	_____

DATE: 7-9-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-129-85 on the 9th day of July, 19 85,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of July, 19 85, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of July, 19 85, at the hour of 9 o'clock A.M.,E.S.T.

Essetie R. Moses
~~WIN MOSES~~, JR., MAYOR

(Non-Federally Assisted Construction)

PROJECT: MAPLECREST ROAD EXTENSION RESOLUTION # 6021-85

SUCCESSFUL BID

SUCCESSFUL BID

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		IMPROVEMENT RESOLUTION
X		NOTICE TO BIDDERS

ATTACHMENTS

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
		Payment Bond
		Warranty Bond
X		BARRICADE INFORMATION

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	____ %	____ %	____ %	____ %

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date
	#1	06-05-85		

* * * * * * * * *

BID SUMITTED

Contractor Earth Construction, Inc.

By Michael C. Evertson

Its Michael C. Evertson, President

Offer Date - June 12, 1985

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: C. Bailey

O.C. 12/84

B.O.W.. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

David Hunt

Lawrence D. Conklin

City of Fort Wayne
Mayor

Award Date _____

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

MAY 24, 1985

Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 12th day of JUNE, 1985, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:
RESOLUTION NO. 6021-85 MAPLECREST ROAD EXTENSION
To improve MAPLECREST ROAD with concrete curb and gutter, deep strength asphalt, storm sewers, 30 ft. wide, from Lake Avenue to Monarch Drive, a distance of 3,414 feet.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive,and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of -- percent (--%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

(a) Experience Questionnaire.
(b) Plan and Equipment Questionnaire, and
(c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

☐ (a) Non-Collusion Affidavit
☐ (b) Prequalification Statement
(c)
(d)
(e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Ardmore Asphalt Associates	Ft. Wayne	Paving Materials
2. Westacres Nursery	Ft. Wayne	Landscaping
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Bunsold Trucking	Ft. Wayne	Trucking
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____
_____
_____
_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____
_____
_____
(attach additional sheets as necessary)

Contractor Earth Construction, Inc. Contractor _____

By Michael C. Evertson By _____

Its Michael C. Evertson, President Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor Earth Construction, Inc.

By Michael C. Evertson

Its Michael C. Evertson, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☐ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

_____

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6021-85 MAPLECREST ROAD EXTENSION

To improve MAPLECREST ROAD with concrete curb and gutter, deep strength asphalt, storm sewers, 30 ft. wide, from Lake Avenue to Monarch Drive, a distance of 3,414 feet.

All work will be performed in accordance with: Resolution # 6021-85, the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE** of $_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed ~~within~~ 10/31/85 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

[X] Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 10/31/85 ~~days~~ after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250.00 per day for each and every day after 10/31/85 ~~days~~ after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

ITEMIZED PROPOSAL

RESOLUTION NO. 6021-85

Name of Contractor:
Earth Construction, Inc.

Note: Contractor will be paid on measured quantities only at unit price bid.

Project Name: MAPLECREST ROAD EXTENSION

ITEM	QUANTITY	UNIT	UNIT COST $	UNIT COST ¢	AMOUNT $	AMOUNT ¢
Common Excavation	11081	CY	3	00	33243	0
Asphalt Base No. 5D 550 lb. /SY	2650	Ton	26	40	69960	0
Asphalt Binder No. 9 330 lb. /SY	1700	Ton	26	85	45695	0
Asphalt Surface Type II-B 110 lb. /SY	650	Ton	29	75	19337	5
Tack Coat 0.08 Gal. /SY	7.16	Ton	320	00	2291	2
Concrete Curb Type II-B	6500	LF	6	65	43225	0
Compacted Aggregate For Subbase Type "O" #53 (3")	360	Ton	10	10	3636	0
Fine Grade, Seed & Mulch	18045	SY		27	4872	1
Inlet Type I-C	5	Ea.	400	00	2000	0
Inlet Type II-C	5	Ea.	565	00	2825	0
Inlet Type III-C	1	Ea.	590	00	590	0
Inlet Type I-G	1	Ea.	350	00	350	0
Manhole Type II-A	5	Ea.	3185	00	15925	0
R.C.P. CL.IV 15"	302	LF	18	25	5511	5
R.C.P. CL. II 36"	590	LF	55	40	32686	0
R.C.P. CL. II 42"	600	LF	67	60	40560	0
R.C.P. CL. II 48"	600	LF	87	20	52320	0
R.C.P. CL. II 54"	500	LF	113	65	56825	0
R.C.P. CL. II 60"	350	LF	132	00	46200	0
Special Backfill	5,800	CY	6	30	36540	0
Casting Adjusted to Grade	6	Ea.	180	00	1080	0
Casting Furnished & Adjusted to Grade	2	Ea.	300	00	600	0
Revetment Rip Rap 18" Deep	200	Ton	11	00	2200	0
Compacted Aggregate For Shoulders Type "O" #73 (6" Depth)	77	Ton	15	65	1205	0
Linear Grading for ditches on Lake Ave.	0.133	MI	4000	00	532	0
Concrete Headwall	1	L.S.	2400	00	2400	0
Guard Rail Removal	80	LF	2	40	192	0
Resetting Fence Type Chain Link	50	LF	13	20	660	0
Thermoplastic Line Solid Yellow 6"	2,000	LF		58	1160	0
Thermoplastic Line Skip White 6"	200	LF		58	116	0
Thermoplastic Special Marking Arrow	4	Ea.	80	00	320	0
Thermoplastic Special Marking Word "Only"	4	Ea.	75	00	300	0
Sign - No Parking (R-8-3) 12" x 18" with 10' 2 lb. Posts	20	Ea.	47	80	956	0
Sign - Stop (R1-1) 30" x 30" with 12' 3 lb. Post	1	Ea.	100	00	100	0
Thermoplastic Special Marking Stop Line 24"	25	LF	6	40	160	0
TOTAL:					526523	1

SPECIAL CONDITIONS

IMPROVEMENT RESOLUTION NO. 6021-85

MAPLECREST ROAD EXTENSION

The following Special Conditions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as they may be modified or amended by these Special Conditions or by the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works & Safety of the City of Fort Wayne, Indiana or an agent appointed by said Board.

The "Indiana Department of Highways Standard Specifications", 1985 shall govern where the above specifications or those listed hereafter do not cover a specific item.

PROGRESS PAYMENTS

Pay estimate periods shall close on the 25th of each calendar month so that completed estimates can be computed and checked before the end of such calendar month. At the end of each such pay period and upon completion of the work under this Contract, the Contractor shall prepare and submit to the Owner, in typewritten form, a detailed estimate of the work performed during the period. Such estimate shall, after approval by the Engineer, be used as the basis for periodical or final payment, as the case may be, by the Owner to the Contractor for work performed under this Contract.

Owner shall retainten percent (10%) of the amount of each periodical estimate until final completion and acceptance by the Owner of all work included in this Contract.

Final payment of ten percent (10%) retained by the Owner on the monthly periodical estimates and on the final estimate will be made to the Contractor not later than thirty (30) days after final acceptance by the Owner of the work on this Contract.

SANITARY REGULATIONS

The Contractor shall provide adequate conveniences for the use of those employed on the work, and their use shall be strictly enforced. Such conveniences shall be properly secluded from public observation, and shall be constructed and maintained at such points and in such manner as may be approved by the Board of Health.

The Engineer shall have the right to inspect any building erected, maintained, or used by the Contractor, to determine whether or not the sanitary regulations have been complied with.

The Contractor shall rigorously prohibit the committing of nuisances upon the lands of the Owner, or others, about the work or upon adjacent property.

SPREADING MIXTURES GENERAL REQUIREMENTS

Any surface on which a mixture is spread shall, at that time, be free from dirt, packed soil, or any other foreign material.

Binder, wedge, and leveling courses shall be allowed to cure before being subjected to traffic or before a subsequent course is placed thereon, the time of curing to be as directed.

All surface courses shall be spread with an allowance made for finished compaction approximately ¼ inch above forms, curbs or similar construction. If the required finished depth of any course is to exceed three times the top size of the aggregate used, as shown by actual screen analysis, the course shall be constructed in two or more lifts as directed.

Except as may be otherwise permitted, lays shall be brought forward concurrently within all practical limits, limiting the laying progress in one lane not to exceed one half (½) day's run before moving back to bring forward the adjacent lane.

A continuous operation will be expected and not to exceed one (1) day apart through each course of asphalt, except as otherwise designated.

COMPACTING

There shall be operated with each spreaders at least 3 rollers. The initial compaction, unless otherwise directed, shall be performed with a 3-wheel roller complying with the requirements set out in 401.09 (B) followed with a two-axle tandem roller complying with the requirements set out in 401.09 (A) and the final or finish rolling shall be performed with an approved tandem roller [401.09 (A)] Indiana Dept. of Highways Standard Specifications 1985.

The Contractor shall provide competent roller operators and other necessary workmen, capable of correcting surface irregularities and defects. Special attention shall be given to this correction of each lift immediately following the initial rolling. No mixture shall be dispatched from the plant so late in the day that it cannot be spread and compacted in daylight of that same day.

A sufficient number of rollers shall be used to permit compaction to be completed within 30 minutes of the time the bituminous mixture has been spread; however, in any case, compaction shall be completed before the temperature of the mixture has dropped below 180° F.

When rolling adjacent lanes, the roller shall compress the joint by starting partially in the cold lane, lapping from 6 to 10 inches over the hot material.

TAMPING

Along curbs, headers, manholes, and similar structures, and at all other places not accessible to the roller, the mixtures shall be thoroughly compressed with mechanical tamps or vibrators. Butt joints at all such contacts shall be carefully painted with hot asphalt cement the cost of which, including that used in sealing any other joints, shall be included in the various pay items of the contract.

JOINTS

Indiana Dept. of Highways Specifications 401.13.

ASPHALT AND CONCRETE

Tickets will be stamped certified by vendor.

TESTING OF MATERIALS

City responsibility -- City Test Lab.

EQUIPMENT

All equipment specified and needed for construction shall be available on project site prior to placing of the various asphalt courses.

NOTICE TO DEPARTMENTS

Forty-eight (48) hours prior to the start of initial construction, the following departments shall be notified:

Street Engineering	427-1138
Traffic Engineering	427-1172
Technical Services	
Inspection Dept.	427-1144

TEMPERATURE REQUIREMENTS FOR MIXTURES

The temperature of the finished mixture at the plant shall be such that will produce a workable mixture when incorporated into the work, but in no case will it be acceptable if below 260° F. or higher than 300° F. when delivered to the spreader. The minimum rolling temp in any case, compaction shall be completed before the temperature of the mixture has dropped below 180° F.

Minimum Air Temp		45° F.
Minimum PVMT. Temp		45° F.
Minimum Subgrade Temp	Depth 3½" minimum	32° F.

All asphalt surface course 1" or less -- air temperature will be 60° F. or better.

NOTE: There will be no A.A.C. Surface mix placed after October 1st.

PROTECTION OF BITUMINOUS COURSES

No vehicular traffic of any kind shall be permitted on any lift until the mixture has hardened sufficiently not to be distorted unduly. Any foreign material which may have accumulated on the surface of any course shall be removed before the course is rolled or before subsequent courses are placed thereon.

MATERIAL

ASPHALT CEMENT

Viscosity graded asphalt cement shall be used. It shall conform to the AASHTO Specifications M226-73.

MINERAL AGGREGATE

1. Base Course

The mineral aggregate for the base course mixture shall be crushed stone, crushed or uncrushed gravel, sand, stone, mineral dust or a combination of two or more of these materials. The combined aggregate after going through the dryer shall have a sand equivalent value of not less than 40.

Mineral filler shall meet requirements of ASTM Designation D242.

2. Surface Course

The mineral aggregate for the surface course mixture shall be crushed stone, crushed gravel, sharp-edged natural sand, or a combination of two or more of these materials. The combined aggregate after going through the dryer shall have a sand equivalent value of not less than 50. Aggregates that have a history of polishing shall not be used. Coarse aggregate (material retained on the U.S. Standard No. 8 sieve) shall have a percent wear by the Los Angeles abrasion machine that of not more than 40.

Fine aggregate (material passing the U.S. Standard No. 8 sieve) shall have a maximum loss of 12% at 5 cycles in a sodium sulfate solution by the Soundness of Aggregate test or shall have been proved sound through satisfactory service.

50% by weight of the combined coarse aggregate, other than naturally occuring rough-textured aggregate approved by the engineer, shall consist of crushed pieces having one or more faces produced by fracture.

Mineral filler shall meet the requirements of "Mineral Filler for Bituminous Paving Mixtures," ASTM Designaton D242.

It is required that the above mineral aggregate meet the above specifications. Certification of the material by the vendor or the purchaser will be required. Also, copies of the test results shall be provided if required by the engineer.

ASPHALT AGGREGATE MIXTURE

The engineer will approve a job-mix formula which will be submitted by the contractor for each mixture. The asphalt-aggregate base course mixture shall meet the following test criteria:

Stability (Marshall):	750 MIN.
Flow (Marshall Method):	8-16
Air Voids:	3-8 %
*Voids in Mineral Aggregate:	____ %

The asphalt-aggregate surface course mixture shall meet the following criteria:

Stability (Marshall):	750 MIN.
Flow (Marshall Method):	8-16
Air Voids:	3-5 %
*Voids in Mineral Aggregate:	____ %

The following tolerances for the job-mix formula will be allowed per single test:

Passing Sieve	Percent
No. 4 and larger	± 7
No. 8 through No. 100	± 4
No. 200	± 2
Asphalt	± 0.4

*Voids in Mineral Aggregate depends on the nominal maximum size of the aggregate.

U.S.A. Standard Sieve Designation	Nominal Maximum Particle Size		Minimum V.M.A. Percent
No. 16	0.0469 in.	1.18 mm.	23.5
No. 8	0.093 in.	2.36 mm.	21.
No. 4	0.187 in.	4.75 mm.	18.
3/8 in.	0.375 in.	9.5 mm.	16.
1/2 in.	0.500 in.	12.5 mm.	15.
3/4 in.	0.750 in.	19.0 mm.	14.
1 in.	1.000 in.	25.0 mm.	13.
1-1/2 in.	1.500 in.	37.5 mm.	12.
2 in.	2.000 in.	50.0 mm.	11.5
2-1/2 in.	2.500 in.	63.0 mm.	11.

COMMON EXCAVATION

Common Excavation shall consist of all excavation not included as rock excavation or excavation which is otherwise classified and paid for, including existing flexible type pavement and shall conform to Section 203 of the Indiana Department of Highways Standard Specifications dated 1985.

SUBGRADE

This work shall consist of the construction of that part of the roadbed below the subgrade intended to receive the base or surfacing material in reasonably close conformance with the lines, grades, and cross section shown on the plans or established by the Engineer conforming to Section 207 of the Indiana Department of Highways Standard Specifications dated 1985.

TACK COAT

It shall consist of liquid asphalt cut back R.C. 70 or AET applied uniformly with a pressure distributor at the rate of 0.08 gallons per square yard or as otherwise specified or directed and shall conform to Section 409 of the Indiana Department of Highways Standard Specifications dated 1985.

COMPACTED AGGREGATE FOR SUBBASE TYPE "O" (SIZE NO. 53)

This item consists of a 3" inch foundation course of selected material, placed and compacted as a subbase on the prepared subgrade under the Type II Curb and Gutter in conformance to Section 304 of the Indiana Department of Highways Standard Specifications dated 1985.

CONCRETE CURB TYPE II-B

This item shall be constructed as shown on Detail Sheet No. 2 of the General Plans, The City of Fort Wayne Street Engineering Department Standard Construction Drawings and Indiana Department of Highways Standard Specifications dated 1985.

SPECIAL NOTES

FOR STORM SEWER INSTALLATION

1. The work shall be executed in strict conformity with the Contract Plans and Specifications. The "Sewer Specifications, 1975, City of Fort Wayne, Indiana" and subsequent additions and amendments are hereby incorporated and made a part of these specifications. If the specifications hereunder mentioned and the "Sewer Specifications, 1975" should be contradictory in any part, the specifications hereunder mentioned shall govern.

2. The price per foot of pipe shall include the pipe, joint, Class B bedding, excavation, backfill, except where special backfill is required and requested by the Engineer, dewatering as necessary, and all restoration of the job site. Not covered by bid items, directly over the trench.

3. Class B is that method of bedding in which the conduit is set on 3 inches of sand cushion in an earth foundation, carefully shaped to fit the lower part of the conduit exterior for a width of at least 60% of the conduit's breadth. The remainder of the conduit to be surrounded to a height of at least 12 inches above its top by "Special Backfill" carefully placed by hand to completely fill all spaces under and adjacent to the conduit. The fill to be tamped thoroughly on each side and under the conduit, as far as practicable, in layers not exceeding 6 inches in thickness. Bell excavation to be provided for.

4. SEWER PIPE

   A. All sewer pipe shall be manufactured by an experienced and reputable manufacturer whose pipe has been used commercially for at least three (3) years and shall conform to the applicable ASTM Specifications and the requirements set forth herein.

   B. All R.C.P. shall conform with A.S.T.M. designation C-76-70 specifications, Wall B. All R.C.P. joints shall conform with A.S.T.M. designation C-443-70.

   The joints for all twelve (12) inch through twenty-four (24) inch inclusive shall be made with rubber gaskets applied by approved methods. The joints shall be so designed and fabricated that when the pipe is laid, it will be self-supporting and the gasket shall not be required to support the weight of the pipe, but shall keep the joint tight under all normal circumstances of surface, including expansion, contraction settlement, or lateral displacement.

   The joints for all pipe greater than twenty-four (24) inches shall be of an approved bituminous mastic compound or an approved equal.

   C. All R.C.P. will be pulled "home" and held in place with a power winch or come-a-long; the cost will be included in the cost per foot of pipe.

   D. All V.C.P. shall conform to A.S.T.M. designation C-700-71T, C-425-71 type III, "O" Ring.

5) "SPECIAL BACKFILL" AND "SPECIAL BACKFILL #73 OR #53".

A. This backfill material shall be placed as noted on the plans where the excavated material has been determined not satisfactory for backfill. All backfill material shall be compacted to a density of 95% as determined by the modified proctor test which shall be obtained by either water jetting or mechanical tamping backfill material in 9" lifts.

The Contractor shall backfill all trenches which are parallel with the proposed pavement and within the limits of the right-of-way with special backfill. All trenches which cross the proposed pavement shall be backfilled with #73 stone. All trenches within the limits of the right-of-way may be backfilled with excavated material but must meet the approval of the Engineer.

B. The "Special Backfill" #73 or #53 material shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1985 , sub-section 903.02 Coarse Aggregates.

The "Special Backfill" material shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1985, Section 211 Special Fill and Backfill ("B" Borrow) EXCEPT that no more than 12% or less than 5% shall pass the No. 200 sieve (silt or clay). All "Special Backfill" material under driveways shall be placed into the trench to an elevation of fifteen (15) inches shall be backfilled with "Special Backfill #73 or #53".

All backfill material called for herein shall be paid for in cubic yards calculated by the following formula:

$$C.Y. = \frac{(L + D)\ DW}{27}$$

Where:

C.Y. = The maximum cubic yards of backfill to be paid.
L = The length of cut at the surface in feet requiring backfill material.
D = The vertical distance in feet from the surface to a point one (1) foot above the top of the pipe.
W = The actual width of the trench in feet having a maximum pay width of O.D. + 2.5 feet (O.D. = Outside Diameter of installed pipe in feet).

The cost of any surface replacement required over this backfill material shall not be included in this bid item.

C. Backfill will be compacted by water jetting and/or mechanical tamping in 6" lifts on the entire project. The cost of the compaction will be included in the unit price per foot of pipe.

6) After the trench is excavated to grade, the Engineer will examine the base and determine whether or not it is satisfactory for pipe laying. If the base is not satisfactory, it shall be removed and replaced as ordered by the Engineer.

7) All line grade stakes shall be set by the Engineer. These stakes shall be carefully preserved by the Contractor and in case of their destruction or removal by him, or any of his employees or equipment, such stakes shall be replaced by the Engineer at the Contractor's expense. The cost of replacing such stakes will be computed at the hourly rate of $13.05 per man employed by the Engineer and shall be deducted from the final payment to the Contractor. No liability will be accepted by the City for time lost by the Contractor through the above.

ADDITIONAL SPECIAL PROVISIONS FOR REFLECTORIZED HOT-APPLIED THERMOPLASTIC PAVEMENT MARKINGS

SCOPE

1.1 The pavement marking material shall be reflectorized hot-applied thermoplastic material. The material shall be manufactured for application by spraying, extrusion, or ribbon-type extrusion/airless spray onto the pavement in molten form with glass spheres mixed in and also dropped into the material immediately after it is applied.

MATERIAL CHARACTERISTICS

2.1 White thermoplastic material, after drying, shall be pure white, free from dirt or tint. The color of the white thermoplastic shall be defined as follows:

As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

Scale	Definition	Magnesium Oxide Standardized	Sample
R_d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

2.2 The yellow thermoplastic material, after drying, shall be initially yellow equal to standard color chips using Federal test method standard 141 method 4252.

2.3 The white thermoplastic shall have a pigment containing not less than 10% (TiO_2) Titanium Dioxide.

2.4 The pavement marking material shall be reflectorized "Perma-Line" thermoplastic compound and reflectorized Pave-Mark thermoplastic compound as manufactured by Pave-Mark Corporation, reflectorized "Catatherm" thermoplastic compound as manufactured by the Cataphote Corporation, reflectorized Prismo hot spray "Plastix" as manufactured by Prismo Safety Corporation, or approved equal.

2.5 Reflectorization:

a. Glass Beads (pre-mix) - During manufacture, reflectorizing beads shall be mixed into the material to the extent of not less than 20% nor more than 35% by weight of the material.

b. Glass Beads (drop-on) - Glass beads shall also be automatically applied to the surface of the molten material at a uniform minimum rate of six (6) pounds of glass beads to every one hundred (100) square feet of line. The glass beads shall conform to the Indiana State Highway Standard Specification Section 912.09.

2.6 In the plastic state, the material shall not give off fumes which are toxic or otherwise injurious to persons or property. The material shall not break down, deteriorate, scorch or discolor if held at the plastic state at the application temperature (400° to 450° F) for a period of four hours or by reason of four reheatings to the plastic temperature.

2.7 The temperature versus viscosity characteristics of the plastic material shall remain constant through up to four reheatings; and shall be the same from batch to batch. The color shall be stable for at least four reheatings and between batches.

2.8 The thermoplastic material shall be well dispersed and free from all skins, dirt, foreign objects, or such ingredients as will cause bleeding, staining, or discoloration.

2.9 Dry Time - The drying time shall follow a characteristic straight line function, the lower limits of which are two minutes maximum at 50° F, the upper limits of which are fifteen minutes at 90° F, both temperatures measured as surface temperatures.

2.10 The thermoplastic material shall remain intact under normal traffic conditions at temperatures below 120° F. The marking shall have a uniform cross-section. Pigment shall be evenly dispersed throughout the material. The density and character of the material shall be uniform throughout its thickness. The stripe shall maintain its original dimensions and placement. The exposed surface shall be free from tack and shall not be slippery when wet. The material shall not lift from the pavement in freezing weather. Cold ductility of the material shall be such as to permit normal movement with the road surface without chipping or cracking.

2.11 The filler to be incorporated with the resins shall be white calcium carbonate meeting requirement of ASTM D-1199, Type GC, Grade II or III.

2.12 The binder shall consist of a mixture of non-drying synthetic resins at least one of which is solid at room temperature. The total binder content of the thermoplastic compound shall not be less than 18% nor more than 35% by weight.

2.13 The compound shall not deteriorate by contact with sodium chloride, calcium chloride, or other chemicals used against formation of ice on roadways, or streets, or because of the oil content of pavement materials, or from oil droppings from traffic.

PHYSICAL REQUIREMENTS

3.1 Water Absorption - Material shall have a maximum of 0.5% by weight of retained water when tested by ASTM D 570, "Water Absorption of Plastics", procedure (A).

3.2 Softening Point - Material shall have a softening point of 190° F. minimum, as determined by ASTM E 28, "Method of Test for Softening Point by Ring and Ball Apparatus".

3.3 Specific Gravity - Specific gravity of compound at 77° F. shall be from 1.9 to 2.5.

3.4 Impact Resistance - The impact resistance shall be a minimum of 15 inch-pounds at 77° F. after the material has been heated for four hours at 400° F. and cast into bars of one-inch cross sectional area and three inches long and placed with one-inch extending above the vise in a cantilever beam (Izod Type) tester using the 25 inch-pound scale. See ASTM D 256 for description of this instrument.

3.5 Low Temperature Stree Resistance (Cracking) - Samples shall not crack or fail to adhere to substrate when tested as follows: A line shall be applied in a manner equivalent to actual road installation, to an asphalt paving block, the line sample to be not less than 32 square inches in area. The block shall be immersed in cold water for one hour, then immediately placed in a freezer chest or other insulated cold compartment maintained at -20° F. for twenty-four hours, the block shall be removed from the cold compartment and allowed to come to normal room temperature. The line shall show no cracking or flaking off the block when examined following the exposure cycle.

3.6 Bond Strength - When two concrete blocks two inches by 3-1/2 inches by 7 inches are cemented together on the 3 inch by 7 inch faces with a 1/16 inch to 1/8 inch layer of the thermoplastic traffic line material and tested according to ASTM C 321, the bond strength shall not be less than 150 pounds per square inch.

3.7 Indentation Resistance - The reading of the Shore Durometer, Type A2 as described in ASTM D 1706, after 15 seconds shall not be less than the amounts herein designated when the material is tested after heating for four hours at 400° F. and cooled to the following temperatures:

Temperature	Reading
115° F	65
77°	95
40°	95

CONSTRUCTION DETAILS

4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or lane line shall be offset four inches from a longitudinal joint.

4.2 Surface Preparation - The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.

4.3 Existing Pavement Markings - The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct. Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.

4.4 The minimum thickness of line as viewed from a lateral cross section shall not be less than 3/32 inch and no more than 3/16 inch. The measurements shall be taken as an average throughout any 36 inch section of the line.

4.5 Application shall be made on dry pavement when the pavement temperature is 50^{0} F or above.

4.6 The thermoplastic material shall be applied in a plastic state within a temperature range of 400^{0} to 450^{0} F.

4.7 The contractor shall pre-stripe the application area on all types of pavements with a binder material of either Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 as manufactured by 3M Corporation, Perma-Seal and Sealcrete as manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the thermoplastic material. This material shall be furnished and installed as a part of the bid price for the thermoplastic material.

EQUIPMENT

5.1 The equipment used to install thermoplastic material shall be constructed so as to insure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for clearly cutting off square stripe ends and shall provide a means for applying skip lines. The applicator shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. The equipment shall conform to the Indiana State Highway Standard Specifications Section 808.04(b).

5.2 Beads applied to the surface of the complete stripe shall be applied by an automatic bead dispenser attached to the liner in such a manner that the beads are dispensed almost instantly upon the installed line. The bead dispenser shall be equipped with an automatic cutoff control synchronized with the cutoff of the setting material.

CERTIFICATION AND PACKAGING

6.1 Material furnished under this specification shall be covered by a Type B Certification in accordance with Section 915 of the Standard Specifications.

6.2 The thermoplastic material shall be delivered in unit containers. Each unit container shall be clearly marked to indicate the color of the material, the process batch number of similar manufacturer's identification, the manufacturer's name and location of plant, and the date of manufacture.

ADDITIONAL SPECIAL PROVISIONS FOR 90 MIL PREFORMED PLASTIC MARKING MATERIAL

SCOPE

1.1 The reflectorized plastic pavement marking material shall consist of a homogenous, preformed, thermoplastic material of thickness, as specified elsewhere herein, and specified width, which shall contain reflective glass spheres uniformly distributed throughout the entire cross section and shall be capable of being affixed to bituminous or cement concrete pavements by means of a precoated adhesive and pressure as herein specified.

MATERIAL CHARACTERISTICS

2.1 White thermoplastic material shall be pure white free from dirt or tint. The color of the white thermoplastic shall be defined as follows: As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

Scale	Definition	Magnesium Oxide Standardized	Sample
R_d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

2.2 The yellow thermoplastic material shall be initially yellow equal to standard color chips using Federal test method standard 141 method 4252.

2.3 Plastic shall be supplied complete with a precoated adhesive and and easily removable backing shall protect the adhesive in storage and facilitate rapid application.

2.4 The plastic marker shall mold itself to pavement contours, breaks, faults, etc., merely by traffic action at normal pavement temperatures. The plastic marker shall have resealing characteristics such that it will fuse with itself and with previously applied markings of the same composition under normal conditions of use.

2.5 The adhesive shall allow the preform plastic material to be repositioned on the pavement surface to which it is applied before permanently fixing it in its final position with a downward pressure.

2.6 The reflectorized plastic marker material shall consist of:

	(Comparison by Total Weight) Maximum	Minimum
Plastics & Pasticizers	46%	40%
Pigments	42%	38%
Graded Glass Spheres	20%	14%

Pigments shall include titanium dioxide for white plastic and medium chrome yellow for yellow plastic. This titanium dioxide shall be at least 20% of the total pigment in white plastic. The yellow plastic shall have a minimum of 18% pigment as medium chrome yellow. The graded glass spheres shall be colorless, clean and transparent, free from milkiness. The spheres when tested by the liquid immersion method at 25 C., shall show an index of refraction within the range of 1.50 to 1.60. A minimum of 85% of the glass spheres shall be retained on a 140 mesh U.S. Standard Screen, and a minimum of 95% of the glass spheres shall pass the No. 40 U.S. Standard Screen when tested in accordance with ASTM Method of Test D-1214, "Method of Test for Sieve Analysis of Glass Spheres".

PHYSICAL REQUIREMENTS

3.1 Strength: The plastic shall require between 10-25 lbs to break. The elongation shall be no greater than 50% at break. The specimens for this test shall be Type I, prepared in accordance to the methods described in ASTM Designation D-638. One inch squares of carborundum extra coarse emery cloth or its equivalent, may be applied at each end of the test specimens to prevent the plastic adhesive from adhering to the test equipment. The break resistance shall be based on an average of at least three samples, and the rate of pull of the test shall be 0.25 of an inch per minute. This test shall be conducted at a temperature of 70° - 80° F.

3.2 Abrasion Resistance: The plastic marker shall have a maximum loss in weight of 0.25 grams in 1000 resolutions when abraded according to Federal Test Method Standard No. 141a (Method 6192), using CS-10 calibrade wheels with a 500 gram load on each wheel.

3.3 Bend Test: The plastic shall be of such a structure that at a temperature of 80°, a piece 3" x 6" (with paper backing) placed upon a 1" diameter mandrel, may be bent over the mandrel until the end faces area parallel and 1" apart. There shall be no fracture lines apparent in the uppermost surface by visual inspection.

3.4 Lateral Shock Load Test: A 3" x 6" plastic panel shall be applied to a 3" x 6" piece of carborundum extra coarse emery cloth, or its eauivalent, so that 3" x 3" overlap occurs. The application shall be such that a pressure of 50 p.s.i. is placed on the panel for 30 seconds. The overlap ends shall be clamped and with one end in a fixed position, a sudden load of 50 lbs. shall be applied vertically to the other end. Upon immediate load release and examination, there shall be no noticeable slipping or fracture of the adhesive coating. This test shall be conducted at 70° - 80° F.

3.5 Adhesive Stability Test: The pre-coated adhesive backing shall be pressure sensitive and shall remain stable with controlled degree of flexibility and flow. The same specimen as described in the "Lateral Shock Load Test" shall withstand a static load of 4 lbs., for a period of 30 minutes, similar to the description of the testing in ASTM Designation D-816, Method "B". The slippage between the plastic panel and the emery cloth shall not exceed 1". This test shall be conducted at 70° - 80° F.

3.6 Adhesive Shear Strength: Specimens shall be tested according to the method described in ASTM Designation D-638 as modified to test the adhesive shear strength. The samples shall be prepared as follows: Plastic samples cut to dimensions of 1" x 6" shall have applied to the adhesive face a 1" x 3" piece of carborundum extra coarse emery cloth, or its equivalent, so that there is a 1 sq. in. overlap at one end of the plastic specimens. A pressure of 50 p.s.i. shall be applied over this area for a period of 30 seconds. Load is applied by gripping each end of the test piece in a suitable tensile test machine such as a Dillon or Scott Tester. The average of the load required to break the adhesive bond shall not be less than 10 lbs. The speed of testing shall be conducted at a temperature of 70° - 80° F.

CONSTRUCTION

4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or laneline shall be offset four inches from a longitudinal joint.

4.2 Surface Preparation: The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.

4.3 Existing Pavement Markings: The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct. Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.

4.4 As supplied, the plastic without precoated adhesive shall not be less than 0.090" in thickness. The edge shall be clear cut and true.

4.5 Application for Overlaying Markings on Surfaces: The pavement surface shall be primed with a binder material of either Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 as manufactured by 3M Corporation, Perma-Seal and Sealcrete as manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the thermoplastic material. This material shall be furnished and installed as a part of the bid price for the thermoplastic material.

Plastic materials shall be applied on clean, dry pavement surfaces, free of dirt and foreign matter, simply by removing the release paper and placing the plastic in place. The pavement termperature shall be 60° F or over. If a light hand roller is not available, run a pickup truck or automobile tire over the material at a speed of 10 mph. Do not reverse directions or turn the wheel or roller while on the plastic.

4.6 Application Inlay for New Asphaltic Surfaces: The plastic shall be capable of being applied to new asphaltic pavement immediately prior to the final rolling of new surface and of being rolled into place with conventional pavement and highway rollers. The plastic material and adhesives used in such application shall be of the type that water used on roller to prevent asphalt pickup shall not be harmful to the successful application of the plastic. The pavement temperature shall be at least 120° F.

CERTIFICATION AND PACKAGING

5.1 Reflectorized Plastic Pavement Marking material in quantities less than the following amounts may be accepted by Type "C" Certification

1) 2200 lineal feet of 6" material
2) 25 lineal feet of 24" material
3) 4 each - pavement marking arrows
4) 4 each - pavement marking letters

Quantities in excess of the above shall require Type "B" Certification.

5.2 Each package shall be clearly and adequately marked to indicate the color of the material, specific symbol or work message, the process batch number or other similar manufacturer's identification, the manufacturer's name, address of the plant and the date of manufacture.

ADDITIONAL SPECIAL PROVISIONS FOR 60 MIL PREFORMED PLASTIC MARKING MATERIAL

Scope

1.1 The pavement marking material shall be a 60 mil retroreflective pliant polymer film. The preformed marking shall consist of white or yellow pigmented plastic films with reflective glass spheres uniformly distributed throughout its cross sectional area and with a reflective layer of beads bonded to the top surface. This material shall be capable of being affixed to non-bleeding bituminous or portland cement concrete pavements.

MATERIAL CHARACTERISTICS

2.1 White film material shall be pure white, free from dirt or tint. The color of the white film shall be defined as follows: As demonstrated by a standard color difference meter such as the Gardner Color Difference Meter manufactured by Gardner Laboratories, Inc., Bethesda, Maryland, the material shall show deviations from a magnesium oxide standard not greater than the following:

Scale	Definition	Magnesium Oxide Standardized	Sample
R_d	Reflectance	100	70 minimum
a	Redness-Greenness	0	-5 to +5
b	Yellowness-Blueness	0	-10 to +10

2.2 The yellow film material shall visual match to color No. 33538 of Federal Standard 595.

2.3 Composition - The preformed plastic marking materials shall consist of the following components with minimum composition by weight as shown:

Resins & Plasticizers	20%
Pigments	30%
Graded Glass Beads	18%

PHYSICAL REQUIREMENTS

3.1 Tensile Strength - The film shall have a minimum tensile strength of 40 pounds per square inch of cross section when tested according to ASTM D 638. A sample 6" x 1" shall be tested at a temperature between 70° F and 80° F using a jaw speed of 0.25 inches per minute. The film shall have a minimum elongation of 15% at break.

3.2 Abrasion Resistance - The plastic marker shall have a maximum loss in weight of 0.25 grams in 1000 revolutions when abraded according to Federal Test Method Standard No. 141a (Method 6192), using CS-10 calibrade wheels with a 500 gram load on each wheel.

3.3 Plastic Pull Test - A test specimen made the same size as in paragraph 3.1 shall support a dead weight of four pounds for not less than five minutes at a temperature between 70° and 80° F.

3.4 Glass Beads - The glass beads shall be colorless, clean and transparent, free from milkiness. The beads shall have an index of refraction of 1.50 to 1.60 when tested using the liquid oil immersion method.

3.5 Glass Bead Retention - When tested with a 2" x 6" sample bent over a 1/2" diameter mandrel with the 2" dimension perpendicular to the mandrel axis, microscopic examination of the area on the mandrel shall show no more than 10% of the beads are entrapped in the binder less than 40% of the surface of the bead.

CONSTRUCTION

4.1 No lines shall be applied directly over a longitudinal joint. The edge of a center or laneline shall be offset four inches from a longitudinal joint.

4.2 Surface Preparation - The contractor shall clean the surface to remove all built-up, loose scaling material, or other foreign material by brooming, sandblasting, waterblasting, compressed air or other approved mechanical means. In addition to the above requirement, it shall be the responsibility of the contractor to determine whether further pavement cleaning is necessary in order to insure adequate bonding of the new pavement marking material to the pavement surface and to warrant the performance of the pavement marking material as specified in the warranty requirements of this contract. All surface preparation will be at the contractor's expense and included in the bid price for the new pavement markings.

4.3 Existing Pavement Markings - The new pavement markings shall be placed in the same pattern and location of the existing pavement markings if the existing pavement markings are correct.

Pavement markings which are incorrect shall be removed as directed by the Engineer. Payment for the removal of incorrect lines will be included in other pay items unless otherwise specified.

4.4 Application for Overlaying Markings on Surfaces - The pavement surface shall be primed with a binder material of eith Prismo Tack Coat as manufactured by Prismo Safety Corporation, Sta-Mark Contact Cement E-44 manufactured by 3M Corporation, Perma-Seal and Sealcrete manufactured by Pave-Mark Corporation; or Catapoxy as manufactured by Cataphote Corporation. This binder material shall be given an opportunity to dry to a tacky condition prior to the installation of the plastic material. This material shall be furnished and installed as part of the bid price for the plastic material.

If a light hand roller is not available, run a pickup truck or automobile tire over the material at a speed of 10 mph. Do not reverse directions or turn the wheel or roller while on the plastic.

The minimum pavement temperature is 65° F or above.

4.5 Application Inlay for New Asphaltic Surfaces - The tape is applied while the pavement is still warm and is pressed into the surface with conventional pavement roller. The plastic material and adhesives used in such applications shall be of the type that water used on roller to prevent asphalt pick up shall not be harmful to the successful application of the plastic. The minimum pavement temperature is 120° F.

CERTIFICATION & PACKAGING

5.1 Reflectorized Plastic Pavement Marking material in quantities less than the following amounts may be accepted by Type "C" Certification.

1) 2200 lineal feet of 6" material
2) 25 lineal feet of 24" material
3) 4 each - pavement marking arrows
4) 4 each - pavement marking letters

Quantities in excess of the above shall require Type "B" Certification.

5.2 Each package shall be clearly and adequately marked to indicate the color of the material, specific symbol or work message, the process batch number or other similar manufacturer's identification, the manufacturer's name, address of the plant and the date of manufacture.

Improvement Resolution

FOR STREET OR ALLEY

No. 6021-85

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve MAPLECREST ROAD with concrete curb and gutter, deep strength asphalt, storm sewers, 30 ft. wide, from Lake Avenue to Monarch Drive, a distance of 3,414 feet.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 22nd day of May, 1985

ATTEST: Helen V. Gochenour
Secretary and Clerk

BOARD OF PUBLIC WORKS: David J. Kirk
Lette R. [illegible]
Lawrence D. Cox

"NOTICE TO BIDDERS"

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete all documents will result in your bid being determined incomplete and may be reason for the City of Fort Wayne to disallow your bid:

Documents required with each bid:

1. MBE/WBE Participation Goal Statement
2. Minority/Female Hourly Utilization Goal
3. Certificate of Non-Segregated Facilities (Federally Assisted Projects Only)
4. Non-Collusion Affadivit
5. Bidder's Bond
6. State Board of Accounts Form 96-A or
7. Certificate in Lieu of Financial Statement (If Form 96-A has been submitted with previous bids.)

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that the third trick Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission —— date, 1975.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1978, a form will be included in bid documents requiring contractor to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY

David J. Kiester, Director of Public Works

Cocette R. Simon, Director of Administration and Finance

Lawrence D. Consalvos, Director of Public Safety

APPLICATION AND PERMIT TO CUT INTO FORT WAYNE STREET

5801

Permit No. _____

Name of Street _____

Township _____

To the FORT WAYNE BOARD OF PUBLIC WORKS
Fort Wayne, Indiana

Addition _____

_____ 19____

I hereby make application for a PERMIT to cut into the right of way at

LOCATION: _____

TYPE OF SURFACE where the cut is to be made is _____

NATURE OF OPENING TO BE MADE: The opening to be made will be _____ feet long in right of way, and _____ feet long in road surface by _____ feet wide, and _____ feet deep.

PURPOSE OF OPENING: _____

CHARGE: Enclosed please find my certified check for _____ ($_____ Dollars).
ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO CONDITIONS AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS ($_____) DOLLARS.

MAINTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne Permit Engineer upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Fort Wayne Permit Engineer;

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is acquired from Permit Engineer.

SAMPLE

GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to _____ a permit to cut into the Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a Maintenance Bond in the amount of _____ ($_____).

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED BOND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a permit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars ($300.00) for each offense.

Name of Applicant: _____

Signature of Applicant _____

Address _____ Zip Code _____

Telephone _____

DATE APPROVED _____

APPROVED:

_____ FORT WAYNE PERMIT ENGINEER

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.
BOARD OF PUBLIC WORKS.

Form 1011 (rev. 6/76)

G-21 ORDINANCE APPLIES

ADDENDUM # 1

MAPLECREST ROAD EXTENSION - RESOLUTION NO. 6021-85

June 5, 1985

ITEMIZED PROPOSAL

Item No. 20 "Special Backfill" should be changed to read:

"Special Backfill & Special Backfill No. 73 Stone"

The quantity and cost for No. 73 stone is included in Item No. 20 and is explained in the Special Notes for Storm Sewer Installation

Walt Borcherding

Walt Borcherding
Project Engineer

WB:zk

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Michael C. Evertson (name), the President (position) of Earth Construction, Inc. (company) hereby certify:

(1) That the Financial Statement of said company, dated the Fourth day of March, 1985, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: June 12, 1985

Michael C Evertson
(signature)
Michael C. Evertson, President

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 12th day of June, 1985.

Philip D. Shockney
Philip D. Shockney, Notary

My commission expires:

February 08, 1989

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we EARTH CONSTRUCTION, INC.
3333 Engle Road
Fort Wayne, IN 46809
as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto Board of Public Works
City of Fort Wayne
City-County Building
Fort Wayne, IN

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid---------- Dollars ($----------),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Maplecrest Road Extension
Resolution #6031-85

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of June A.D. 1985

Philip D. Shockney
(Witness)
Philip D. Shockney, Secretary

EARTH CONSTRUCTION, INC.
(Principal) (Seal)
Michael C Evertson
(Title)
Michael C. Evertson, President

RELIANCE INSURANCE COMPANY

Gerald C Kramer
Gerald C. Kramer, Jr., Attorney-In-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

By Raymond MacNeil

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

Lorraine E. Burneya

My Commission Expires:

May 24, 1986

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 12th day of June 1985

James F. Marckstein

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Earth Construction, Inc.

3333 Engle Road, Ft. Wayne, IN 46809

Michael C. Evertson

Michael C. Evertson, President

Subscribed and sworn to before me by Michael C. Evertson
this 12th day of June, 19 85.

My Commission Expires:

February 8, 1989

Notary Public Philip D. Shockney
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19_____.

My Commission Expires:

_____

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19_____.

My Commission Expires:

_____

Notary Public
Resident of _____ County, IN

Contract No.

Steel Erg.

3 - UNSKILLED
IF - INDUSTRIAL FUND
PW - PER WEEK
PR - PROMOTIONAL FUND

, the undersigned committee, being appointed to prepare a schedule of the Prevailing ages to be paid in connection with All Construction & Maintenance Contracts awarded by the Board of Works, Fort Wayne, Allen County, Indiana for the months of April, May & June, 1985

n compliance with the provisions of CHAPTER # 319 of the Acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following ades to wit:

RAFT	CLASS	HOURLY RATE	H&W	PEN	VAC.	APPR.	MISC.	EXP. DATE
ASBESTOS WORKERS	1	17.70	.85	1.45		2¢		6/30/85
BOILERMAKER	1	18.83	1.47½	1.90		3¢		
BRICKLAYER	1	15.91	1.05	1.25		4¢	12¢PR 4¢IF	5/31/85
CARPENTER (Bldg.)	1	14.65	1.50	1.25		2¢	1¢ PR 4¢ IF	5/31/85
" (Hiway)	1	14.16	1.25	1.25		5¢	4¢ IF	3/31/85
CEMENT MASON	1	12.85	.80	.80		2¢		
DRYWALL TAPER	1	12.75	1.30	1.00		12¢	16¢	5/31/85
ELECTRICIAN	1	17.30	1.25	90¢+3%		8¢		5/31/85
ELEVATOR CONSTRUCTOR	1	17.32	1.64½	1.27	8%	8½¢		
GLAZIER	1	15.90		.70	40¢	4¢		
IRON WORKER	1	13.35	2.25	2.00		annuity	2.45 2¢ IF	5/31/85
LABORER (Bldg.)	1,2,3	12.55	1.15	.75		9¢	5¢ IF	5/31/85
" (Hiway)	1,2,3	11.83	1.15	.75		9¢		
" (Sewer)	1,2,3	10.60	1.05	.75		4¢		
LATHER	1	14.64	1.50	1.25		2¢	4¢ IF 1¢ PR	
MILLWRIGHT & PILEDRIVER	1	15.05	1.50	1.25		2¢	4¢ IF 2¢ PR	
OP. ENGINEER (Bldg.)	1,2,3	16.35	1.25	1.55		10¢		5/31/85
" " (Hiway)	1,2,3	16.00	1.25	1.55		14¢		3/31/85
" " (Sewer)	1,2,3	13.40	1.25	1.25		10¢		3/31/86
PAINTER-Brush & Roller	1	12.75	1.30	1.00		12¢	16¢	5/31/85
" Spray & Sandblast	1	13.75	1.30	1.00		12¢	16¢	5/31/85
PLASTER	1	12.85	.80	.80		2¢		
PLUMBER & STEAMFITTER	1	17.68	1.00	1.80		7¢	7¢ IF	5/31/85
TILE & TERRAZZO - Mech.	1	14.25						5/31/85
MOSIAC & " - Grinder	1	9.50-11.50						5/31/85
ROOFER	1	16.10	1.00	.50				5/31/85
SHEETMETAL WORKER	1	16.67	1.40	1.86		19¢	19¢ IF 60¢ SASMI	
TEAMSTER (Bldg.)	1,2,3	13.00½-13.45½	58.70 PW	51.00 PW				
" (Hiway)	1,2,3	12.31-12.91	45.50	51.00 PW				4/30/85

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE SHALL BE PAI The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, But in no way shall it prevent the contractor or sub-contractor rom paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 20 DAY OF Mar. 1985

Sue Stone
REPRESENTING GOVERNOR OF INDIANA

David J. Kiester
REPRESENTING THE AWRDING AGENCY

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Michael C. Evertson	485-7708
Philip D. Shockney	432-0714
Michael J. Johnson	1-691-3164

Earth Construction, Inc.
Contractor

Resolution Number 6021-85

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of _____ _____ (Dollars ($_____) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19_____, for the construction of:

_____

_____

_____

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed _____ counterparts,
(number)
each one of which shall be deemed an original, this _____ day of _____, 19____.

ATTEST:

_____
(Principal) Secretary

_____
Principal

(SEAL)

By _____(S)

_____

_____
(Address)

_____
Witness as to Principal

_____
(Address)

_____

_____
Surety

ATTEST:

By _____
Attorney-in-Fact

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

_____
(Address)

_____
(Address)

_____

NOTE: Date of Bond must not be prior to Date of Contract.
If Contractor is Partnership, all partners should execute bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne,Indiana, an Indiana Municipal Corporation in the penal sum of _____ _____ dollars ($ _____) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the _____ day of _____, 19____, for construction of:

_____

_____

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 19____.

ATTEST:

_____ (Principal) Secretary

_____ (Principal)

BY: _____ [S]

[SEAL]

_____ (Witness as to Principal)

_____ (Address)

_____

_____ (Address)

_____

_____ Surety

ATTEST:

_____ (Surety) Secretary

[SEAL]

_____ Witness as to Surety

_____ (Address)

_____

By _____ Attorney-in-Fact

_____ (Address)

_____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

EARTH CONSTRUCTION, INC.
3333 Engle Road
Fort Wayne, Indiana 46809

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE
City County Building
Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, in the amount of FIVE HUNDRED TWENTY-SIX THOUSAND, FIVE HUNDRED TWENTY-THREE AND 40/100 . . . . . Dollars ($ **526,523.40**), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 19, 19 85 , entered into a contract with Owner for

Maplecrest Road Extension **Resolution #6031-85**

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this nineteenth day of June 1985

Philip D. Shockney
(Witness)
Philip D. Shockney, Secretary

EARTH CONSTRUCTION, INC. (Seal)
(Principal)
By: Michael C. Evertson
(Title)
Michael C. Evertson, President

Catherine J. Kessler
(Witness)

RELIANCE INSURANCE COMPANY
By: Gerald C. Kramer
Gerald C. Kramer, Jr. (Title) Attorney-in-Fact

Performance Bond
Revised to February, 1970

SB 5715ax (1) Printed in U.S.A.
BDR-2304 ED. 7-71

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT -

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

EARTH CONSTRUCTION, INC.
3333 Engle Road
Fort Wayne, Indiana 46809

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE
City County Building
Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of FIVE HUNDRED TWENTY-SIX THOUSAND, FIVE HUNDRED TWENTY-THREE AND 40/100 . . . . . Dollars ($ **526,523.40**),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated June 19, 19 85 , entered into a contract with Owner for

Maplecrest Road Extension **Resolution #6031-85**

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

By [signature]

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

[signature]

My Commission Expires:

May 24, 1986

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 19th day of June 1985.

Assistant Secretary [signature]

BDR-1431 Ed. 6/79

TITLE OF ORDINANCE Contract for Res. 6021-85, Maplecrest Road Extension, Earth Const., Inc., Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety S-85-06-40

SYNOPSIS OF ORDINANCE The Contract for Res. 6021-1985, Maplecrest Road Extension is for the improvement of Maplecrest Road with concrete curb and gutter, deep strength asphalt, storm sewers, 30 ft. wide, from Lake Avenue to Monarch Drive, a distance of 3,414 feet. Earth Const., Inc., is the Contractor.

PRIOR APPROVAL RECEIVED ON JUNE 18, 1985

EFFECT OF PASSAGE Improvement of above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $526,523.40

ASSIGNED TO COMMITTEE

BILL NO. S-85-06-40

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) (RESOLUTION) ~~XXXXXXXX~~ approving Contract for Res. #6021-1985, Maplecrest Road Extension, by the City of Fort Wayne, by and through its Board of Public Works and Safety and Earth Construction, Inc.

HAVE HAD SAID (ORDINANCE) (RESOLUTION) ~~XXXXXXXXX~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION) ~~XXXXXXX~~

YES		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
Charles B. Redd	CHARLES B. REDD VICE CHAIRMAN	
	PAUL M. BURNS	
	DONALD J. SCHMIDT	
	THOMAS C. HENRY	

CONCURRED IN 2-9-85.

SANDRA E. KENNEDY
CITY CLERK